

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CORRECTIONAL SERVICE OF CANADA AND
THE MONTANA DEPARTMENT OF CORRECTIONS OF THE UNITED STATES OF AMERICA
CONCERNING THE SHARING OF CORRECTIONAL INFORMATION AND EXPERTISE AND
THE PROVISION OF TECHNICAL ASSISTANCE AND TRAINING**

THE CORRECTIONAL SERVICE OF CANADA ("CSC") AND THE MONTANA DEPARTMENT OF CORRECTIONS OF THE UNITED STATES OF AMERICA ("MDOC"), hereinafter referred to as the "Participants",

CONSCIOUS that their cooperation in the field of corrections is expected to contribute meaningfully to domestic, regional, and international security;

DESIROUS of building institutional linkages between them in the field of corrections;

RESOLVED to foster the growth of their collaborative relationship;

HAVE COME to the following understanding:

1. OBJECTIVE

The objective of this Memorandum of Understanding (MOU) is to establish the conditions under which the Participants intend to share information and expertise and provide technical assistance and training in the field of corrections.

2. SHARING OF INFORMATION

- (a) The Participants intend to share correctional information in order to improve their correctional practices.
- (b) The Participants understand that shared correctional information may include:
 - (i) correctional policies;
 - (ii) corporate governance, including a transformation agenda;
 - (iii) offender correctional programmes and assessment tools;

- (iv) training and leadership development materials, including standards for frontline staff;
 - (v) research and evaluation, including performance measurement;
 - (vi) security and related subjects;
 - (vii) facility planning; and
 - (viii) correctional health care.
- (c) The Participants understand that shared correctional information is not expected to include personal information.

3. CONFIDENTIALITY

- (a) The Participants understand that shared information will be subject to their respective national and state law.
- (b) The Participants intend to ensure that there is no unauthorised disclosure, copying, use, or modification of shared information.
- (c) The receiving Participant is expected to only disclose shared information to government officials who require it in the course of their duties.
- (d) The Participants intend to only use shared information for the activities carried out under this MOU.

4. INTELLECTUAL PROPERTY

If any intellectual property rights arise from the activities conducted under this MOU, the Participants intend to jointly decide of their attribution and exercise in a separate appropriate instrument.

5. REQUEST FOR ASSISTANCE

- (a) A Participant may request the assistance of experts or personnel from the other Participant.

- (b) The Participants intend to consider all requests to share information and expertise and provide technical assistance and training.
- (c) The Participants intend to determine the feasibility of responding to a request, identify reasonable timeframes for delivery, and if appropriate, facilitate the sharing of information or expertise or the provision of the technical assistance and training.
- (d) The Participants may carry out development and exchanges of senior leaders, middle managers and other experts, as well as site visits.
- (e) The Participant requesting assistance or receiving personnel is expected to pay for all travel, accommodation, meal, and incidental expenses incurred by the Participant sending the experts or personnel, unless otherwise jointly decided by the Participants.
- (f) The Participants understand that:
 - (i) for CSC, the travel rates will be based upon Canadian Federal Government transportation and travel rates as outlined in Treasury Board policies; and
 - (ii) for the MDOC, the travel rates will be based upon travel and subsistence allowances for public servants in the State of Montana as outlined in the relevant Montana Code Annotated, Meal Allowances Policy, Employee Travel Policy, Lodging Rates Policy, and Mileage Reimbursement Policy, or in accordance with the other donors or projects regulations, if appropriate.
- (g) The Participants intend to sign a separate instrument outlining the manner in which the costs and the expenses incurred under sub-paragraph (c) are paid on each occasion.

6. TECHNICAL ASSISTANCE AND TRAINING

- (a) The Participants may provide each other with technical assistance and training in order to implement activities under this MOU.
- (b) The Participant requesting technical assistance is expected to pay for all costs incurred in the translation, production, printing and

shipping of the programme manuals, related training materials, and other documents.

- (c) The Participants understand that training may include leadership development, programme training, train-the-trainer training, and correctional officer training, including women-centred training.

7. POINTS OF CONTACT

The Participants designate the following as their points of contact:

- (a) **for the CSC**
Commissioner
Correctional Service of Canada
340 Laurier Avenue West
Ottawa, Ontario K1A 0P9
Canada; and
- (b) **for the MDOC**
Director
Montana Department of Corrections
5 South Last Chance Gulch Street
Helena, MT 59601
United States of America

8. DIFFERENCES IN INTERPRETATION AND APPLICATION

The Participants intend to resolve any difference in the interpretation or application of this MOU in good faith and amicably through negotiations.

9. STATUS

This MOU is not legally binding.

10. WORKING LANGUAGE

For the purpose of this MOU, the working language between the Participants is English.


11. FINAL DISPOSITIONS

- (a) This MOU is expected to take effect on the date of its last signature by the Participants and to remain valid for five years. The Participants may extend this MOU for successive five-year periods upon their mutual written consent.
- (b) The Participants may amend, at any time, this MOU upon their mutual written consent.
- (c) This MOU is intended to replace any existing bilateral instruments between the Participants on the date of its entry into effect.
- (d) A Participant may terminate this MOU by giving the other Participant a thirty (30) day written notice.
- (e) The Participants understand that, notwithstanding termination of this MOU, ongoing specific projects or any supplementary instrument are intended to continue until completion and that paragraphs 3, 4, 8, 9, and 10 are intended to continue to apply, unless they jointly decide otherwise.

SIGNED in *Ottawa*, this *24th* day of *October* 2022 and in this day of 2022, in the English and French languages, each version being equally valid. The Participants understand that the digital signatures are equivalent to paper signatures.



FOR THE CORRECTIONAL SERVICE
OF CANADA



FOR THE MONTANA DEPARTMENT OF
CORRECTIONS OF THE UNITED STATES
OF AMERICA

